

cityofnovi.org

CITY of NOVI CITY COUNCIL

Agenda Item C
April 5, 2010

SUBJECT: Acceptance of a Conservation Easement from Beck North Corp Park II LLC, for the preservation of open space for the future planting of evergreen trees required as part of site plan approval for the Beck North Corporate Park in order to accept the location of mitigated trees provided in conjunction with the development of Beck North Lots 29 & 30 light industrial/office building project located east of Hudson Drive between Nadlan Court and Peary Court, in Section 4 covering 0.3 acres.

SUBMITTING DEPARTMENT: Community Development Department - Planning

Bav5

CITY MANAGER APPROVAL:

BACKGROUND INFORMATION:

Beck North Phase II Corporate Park, SP00-13i, received Final Site Plan approval from the Planning Department on April 13, 2004. The original petitioner, Northern Equities, received Preliminary Site Plan approval from the Zoning Board of Appeals on September 9, 2003 and Woodland Permit approval from the City Council on September 8, 2003. As a condition of approval, the applicant was required to plant an evergreen screen along portions of the eastern boundary when the adjacent lots were developed.

Amson Dembs (dba Nadlin 35) received Planning Commission approved of the Preliminary Site Plan and Woodland Permit, SP 06-47, for Beck North Lots 29 & 30 on January 10, 2007. The Planning Division approved the Final Site Plan on June 14, 2007. The development is a light industrial/office building with associated surface parking and drainage facilities. The approved Woodland Permit required 291 replacement trees to be planted or funds to be deposited into the City's Tree Fund. The applicant sought an alternative location for the woodland tree replacements within the 49.4 acre Beck North Phase II Corporate Park, noting the lack of an appropriate area to plant all of the replacement trees on the development site, and a desire by the applicant to plant the trees within the Corporate Park. The City's Landscape Architect and Attorney worked with the applicant to identify a conservation easement area to preserve space and meet the requirements of SP00-13i for the planting of evergreen screening trees between the Corporate Park and adjacent residential areas. Attached Exhibit B depicts the two areas being preserved.

The easements have been reviewed by the City's professional staff and consultants and are currently in a form acceptable to the City Attorney's office for approval by the City Council.

RECOMMENDED ACTION: Acceptance of a Conservation Easement from Beck North Corp Park II LLC, for the preservation of open space for the future planting of evergreen trees required as part of site plan approval for the Beck North Corporate Park in order to accept the location of mitigated trees provided in conjunction with the development of Beck North Lots 29 & 30 light industrial/office building project located east of Hudson Drive between Nadlan Court and Peary Court, in Section 4 covering 0.3 acres.

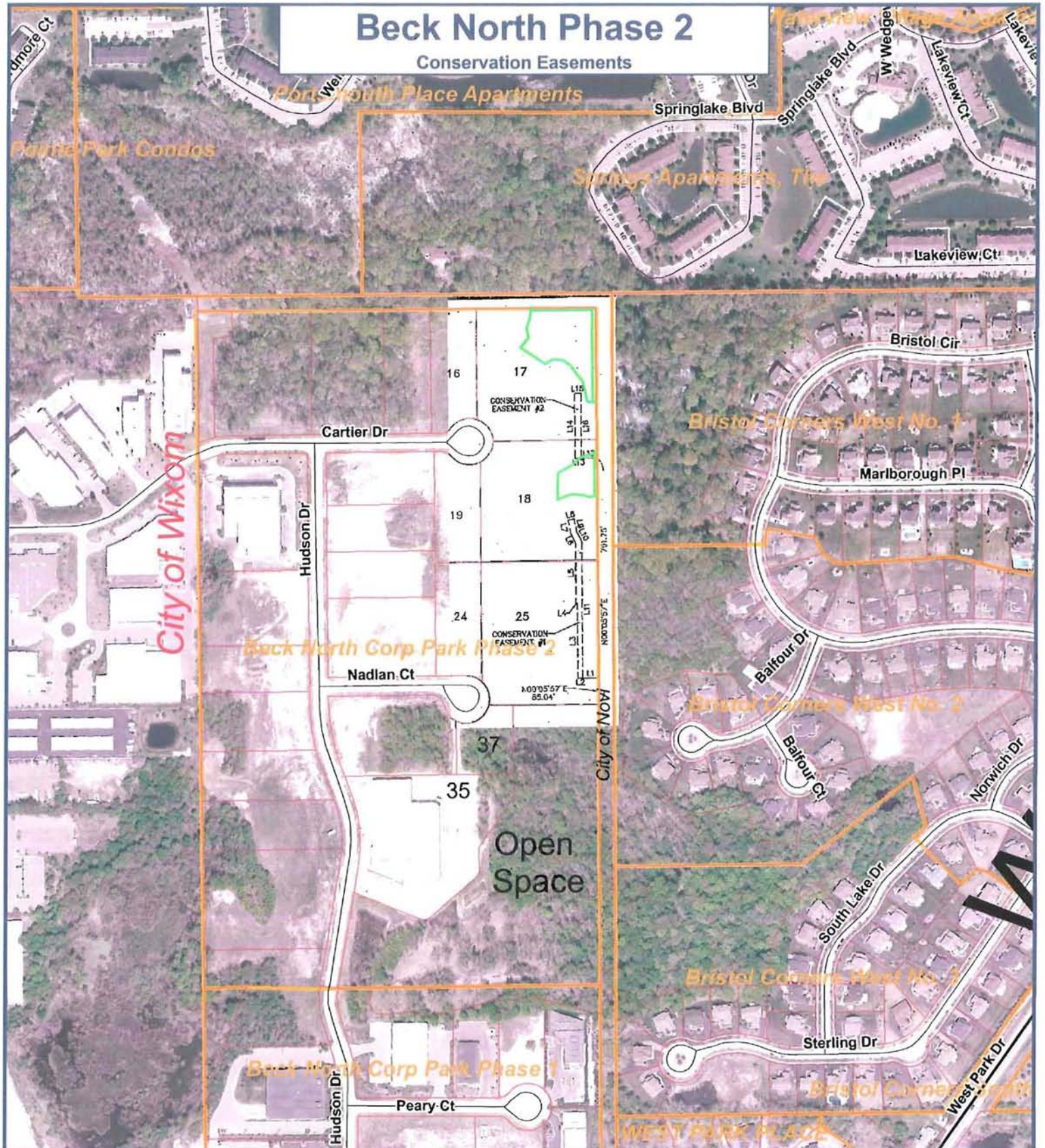
	1	2	Y	N
Mayor Landry				
Mayor Pro Tem Gatt				
Council Member Crawford				
Council Member Fischer				

	1	2	Y	N
Council Member Margolis				
Council Member Mutch				
Council Member Staudt				

Location Map

Beck North Phase 2

Conservation Easements



Map Author: Mark Spencer
 Date: 3/3/10
 Project: Beck North Phase 2 Conser. Ease.
 Version #: 1.0



MAP INTERPRETATION NOTICE

Map information depicted is not intended to replace or substitute for any official or primary source. This map was intended to meet National Map Accuracy Standards and use the most recent, accurate sources available to the people of the City of Novi. Boundary measurements and area calculations are approximate and should not be construed as survey measurements performed by a licensed Michigan Surveyor as defined in Michigan Public Act 132 of 1970 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.

Map Legend

-  Tax Parcels
-  Subdivisions
-  Existing Conservation Easements
-  Proposed Conservation Easements



City of Novi
 Planning Division
 Community Development Dept.
 45175 W Ten Mile Rd
 Novi, MI 48375
 cityofnovi.org



1 inch = 421 feet

City Attorney Review Letter

March 15, 2010

30903 Northwestern Highway
P.O. Box 3040
Farmington Hills, MI 48333-
3040
Tel: 248-851-9500
Fax: 248-851-2158
www.secrestwardle.com

Elizabeth M. Kudla
Direct: 248-539-2846
bkudla@secrestwardle.com

Barb McBeth, Deputy Community Development Director
City of Novi
45175 West Ten Mile Road
Novi, Michigan 48375-3024

**Re: Beck North, Mitigation for Unit 35
Woodland Replacement Conservation Easement
Over Units 17, 18, and 25
Our File No. 660125 NOVI**

Dear Ms. McBeth:

The proposed Conservation Easement has been prepared by our office for the purpose of protecting future evergreen plantings that were required under the original approved site plan for the Beck North II Condominium to buffer views from the adjacent property.

The Conservation Easement is also being granted by Amson Dembs as a compromise for improper placement of trees required to mitigate tree removals from unit 35 (formerly units 29 and 30). The replacement trees required to mitigate tree removals for unit 35 were initially planted, without necessary City approvals, in the area where evergreen plantings were required for screening purposes. As a compromise, the 141 required evergreens will be installed adjacent to the area where the replacements were installed and will be required to be maintained in perpetuity, in the easement areas depicted when construction is completed on units 17, 18 and 25.

The locations proposed ensure that the trees will not be disturbed by future development. The City's Landscape Architect and Planner have reviewed and approved the Conservation Easement terms and exhibits. Based on all of the above, the Conservation Easement may be placed on an upcoming City Council Agenda for approval.

Should you have any questions or concerns in regard to the above issues, please feel free to contact us.

Very truly yours,



ELIZABETH M. KUDLA

EMK:jw

Barbara McBeth, Deputy Community Development Director
March 16, 2010
Page 2

Enclosure

C: Maryanne Cornelius, Clerk (w/original Enclosure)
Sue Troutman, Clerk's Office (w/Enclosure)
David Beschke, Landscape Architect (w/Enclosure)
Mark Spencer, Planner (w/Enclosure)
Jackie Varney, Nadlan 35, LLC (w/Enclosure)
Thomas R. Schultz, Esquire (w/Enclosure)

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Conservation Easement and Exhibits

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT is made this 28th day of January, 2010, by and between Beck North Corporate Park II, LLC, a Michigan limited liability company whose address is 26105 Lannys Rd. Ste. A, Novi, MI 48375 (hereinafter the "Grantor"), and the City of Novi, and its successors or assigns, whose address is 45175 W. Ten Mile Road, Novi, MI 48375, (hereinafter the "Grantee").

RECITATIONS:

A. Grantor owns a certain parcel of land situated in Section 4 of the City of Novi, Oakland County, Michigan, described in Exhibit A, attached hereto and made a part hereof (the "Property"). Grantor has received final site plan approval for development of the Beck North Corporate Park Condominium, Oakland County Condominium Subdivision Plan 1759, as established by Master Deed recorded at Liber 35825, Page 628, Oakland County Records (the "Condominium"), subject to the provision of an appropriate easement to protect woodland replacements, including two 20-foot wide rows containing 141 evergreens from destruction or disturbance for purposes of providing a buffer to the adjacent property. The Grantor desires to grant such an easement in order to mitigate trees removed from Unit 35 of the Condominium.

B. The Conservation Easement Areas (the "Easement Areas") are situated on the Property are more particularly described on Units 17, 18 and 25 of Beck North Corporate Park, as set forth in the attached and incorporated Exhibit A. The Conservation Easement areas are more particularly described on the attached and incorporated Exhibit B.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$ 1.00), in hand paid, the receipt and adequacy of which is hereby acknowledged, Grantor hereby reserves, conveys and grants the following Conservation Easement, which shall be binding upon the Grantor, the City, and their respective heirs, successors, assigns and/or transferees and shall be for the benefit of the City, all Grantors and purchasers of the property and their respective heirs, successors, assigns and/or transferees. This Conservation Easement is dedicated pursuant to Subpart 11 of Part 21 of the Natural Resources and Environmental Protection Act being MCL 324.2140, et. seq., upon the terms and conditions set forth herein as follows:

1. The purpose of this Conservation Easement is to protect the woodlands as shown on the attached and incorporated Exhibit B. The subject areas shall be perpetually preserved and maintained, in their natural and undeveloped condition, unless authorized by permit from the City.

2. Except for and subject to the activities which have been expressly authorized by permit, upon the installation of two 20-foot wide rows containing 141 evergreens, there shall be no disturbance of the woodlands and/or vegetation within the Easement Areas, including altering the topography of; placing fill material in; dredging, removing or excavating soil, minerals, or trees, and from constructing or placing any structures on; draining surface water from; or plowing, tilling, cultivating, or otherwise altering or developing, and/or constructing, operating, or maintaining any use or development in the Easement Areas, unless approved in writing by the City, in accordance with city ordinance, approved plans, or other regulations. Dead or fallen trees may be removed in accordance with the City's Woodlands Ordinance but shall be replaced so that the Conservation Easement Areas at all times maintain the opacity necessary to provide a buffer to the adjacent property.

3. No grass or other vegetation shall be planted in the Easement Areas with the exception of plantings approved, in advance, by the City in accordance with all applicable laws and ordinances.

4. This Conservation Easement does not grant or convey to Grantee, or any member of the general public, any right of ownership, possession or use of the Easement Area, except that, upon reasonable written notice to Grantor, Grantee and its authorized employees and agents (collectively, "Grantee's Representatives") may enter upon and inspect the Easement Area to determine whether the Easement Area is being maintained in compliance with the terms of the Conservation Easement.

5. In the event that the Grantor shall at any time fail to carry out the responsibilities specified within this Document, and/or in the event of a failure to preserve and/or maintain the Easement Areas in reasonable order and condition, the City may serve written notice upon the Grantor, setting forth the deficiencies in maintenance and/or preservation. Notice shall also set forth a demand that the deficiencies be cured within a stated reasonable time period, and the date, time and place of the hearing before the City Council, or such other Council, body or official delegated by the City Council for the purpose of allowing the Grantor to be heard as to why the City should not proceed with the maintenance and/or preservation which has not been undertaken. At the hearing, the time for curing the deficiencies and the hearing itself may be extended and/or continued to a date certain. If, following the hearing, the City Council, or other body or official designated to conduct the hearing, shall determine that maintenance and/or preservation have not been undertaken within the time specified in the notice, the City shall thereupon have the power and authority, but not the obligation, to enter upon the property, or cause its agents or contractors to enter upon the property and perform such maintenance and/or preservation as reasonably found by the City to be appropriate. The cost and expense of making and financing such maintenance and/or preservation, including the cost of notices by the City and reasonable legal fees incurred by the City, plus an administrative fee in the amount of 25% of the total of all costs and expenses incurred, shall be paid by the Grantor, and such amount shall constitute a lien on the property. The City may require the payment of such monies prior to the commencement of work. If such costs and expenses have not been paid within 30 days of a billing to the Grantor, all unpaid amounts may be placed on the delinquent tax roll of the City, and shall accrue interest and penalties, and be collected as and deemed delinquent real property

taxes, according to the laws made and provided for the collection of delinquent real property taxes. In the discretion of the City, such costs and expenses may be collected by suit initiated against the Grantor and, in such event, the Grantor shall pay all court costs and reasonable attorney fees incurred by the City in connection with such suit.

6. Within 90 days after the Conservation Easement shall have been recorded, Grantor, at its sole expense, shall place such signs defining the boundaries of the Easement Area and describing its protected purpose, as indicated herein.

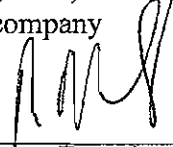
7. This Conservation Easement has been made and given for a consideration of a value less than One Hundred (\$ 100.00) Dollars and, accordingly, is (i) exempt from the State Transfer Tax, pursuant to MSA 7.456(26)(2) and (ii) exempt from the County Transfer Tax, pursuant to MSA 7.456(5)(a).

8. Grantor shall state, acknowledge and/or disclose the existence of this Conservation Easement on legal instruments used to convey an interest in the property.

IN WITNESS WHEREOF, Grantor and Grantee have executed the Conservation Easement as of the day and year first above set forth.

GRANTOR

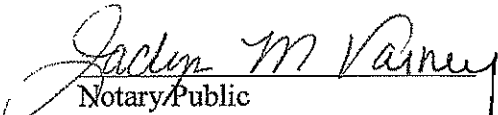
BECK NORTH CORPORATE
PARK II, LLC, a Michigan limited
liability company


By: Ryan Dembs

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

JACLYN M. VARNEY
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Oct 22, 2013
ACTING IN THE COUNTY OF

The foregoing instrument was acknowledged before me this 20th day of January 2010, by Ryan Dembs s on behalf of the Beck North Corporate Park II, LLC, a Michigan limited liability company.


Notary Public
Oakland County, Michigan
My Commission Expires: 10/22/13

GRANTOR

CITY OF NOVI
A Municipal Corporation

By:
Its:

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me on this ____ day of _____, 200__, by, _____, on behalf of the City of Novi, a Municipal Corporation.

Notary Public
Oakland County, Michigan
My Commission Expires: _____

Drafted by:
Elizabeth M. Kudla
30903 Northwestern Highway
P.O. Box 3040
Farmington Hills, MI 48333-3040

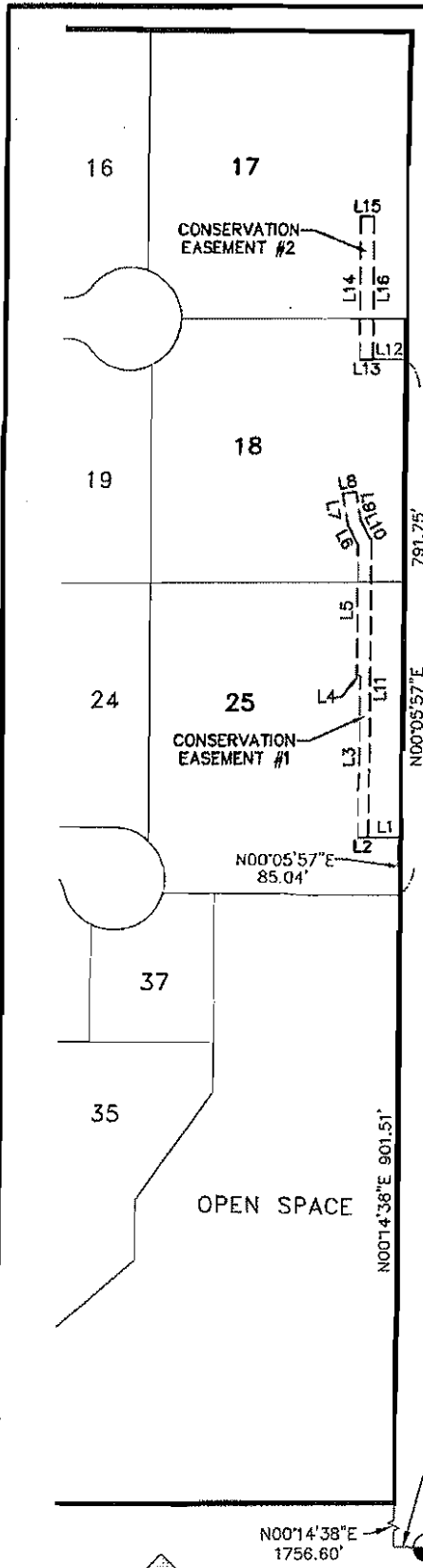
When recorded return to:
Maryanne Cornelius, Clerk
City of Novi
45175 W. Ten Mile
Novi, MI 48375

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EXHIBIT A

Units 17, 18 and 25, Beck North Corporate Park Condominium, according to the Master Deed recorded in Liber 35825, Pages 628 through 694 inclusive, as amended by First Amendment to Master Deed recorded in Liber 38007, Pages 475 through 489 inclusive, as amended by Second Amendment to Master Deed recorded in Liber 39407, Pages 534 through 550 inclusive, Oakland County Records, and designated as Oakland County Condominium Subdivision Plan No. 1759, together with rights in the general common elements and the limited common elements as shown on the Master Deed and as described in Act 59 of the Public Acts of 1978, as amended.

EXHIBIT B



LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°54'03"W	50.00'
L2	N89°54'03"W	15.00'
L3	N00°05'57"E	238.52'
L4	N89°54'03"W	5.00'
L5	N00°05'57"E	194.17'
L6	N27°00'07"W	32.99'
L7	N10°02'26"W	46.15'
L8	N79°57'34"E	20.00'
L9	S10°02'26"E	43.17'
L10	S27°00'07"E	34.83'
L11	S00°05'57"W	437.51'
L12	N89°54'03"W	50.00'
L13	N89°54'03"W	20.00'
L14	N00°05'57"E	212.98'
L15	S89°54'03"E	20.00'
L16	S00°05'57"W	212.98'

CONSERVATION EASEMENT #1
 COMMENCING AT THE SOUTH 1/4 CORNER OF SECTION 4, T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; THENCE N89°10'47"W 50.01 FEET; THENCE N00°14'38"E 2658.11 FEET; THENCE N00°05'57"E 85.04 FEET; THENCE N89°54'03"W 50.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N89°54'03"W 15.00 FEET; THENCE N00°05'57"E 238.52 FEET; THENCE N89°54'03"W 5.00 FEET; THENCE N00°05'57"E 194.17 FEET; THENCE N27°00'07"W 32.99 FEET; THENCE N10°02'26"W 46.15 FEET; THENCE N79°57'34"E 20.00 FEET; THENCE S10°02'26"E 43.17 FEET; THENCE S27°00'07"E 34.83 FEET; THENCE S00°05'57"W 437.51 FEET TO THE POINT OF BEGINNING.

CONSERVATION EASEMENT #2
 COMMENCING AT THE SOUTH 1/4 CORNER OF SECTION 4, T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; THENCE N89°10'47"W 50.01 FEET; THENCE N00°14'38"E 2658.11 FEET; THENCE N00°05'57"E 791.75 FEET; THENCE N89°54'03"W 50.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N89°54'03"W 20.00 FEET; THENCE N00°05'57"E 212.98 FEET; THENCE S89°54'03"E 20.00 FEET; THENCE S00°05'57"W 212.98 FEET TO THE POINT OF BEGINNING.

N89°10'47"W
50.01'
 SOUTH 1/4 CORNER
 SECTION 4, T.1N., R.8E.
 CITY OF NOVI

ALPINE ENGINEERING, INC.
 CIVIL ENGINEERS & LAND SURVEYORS
 46892 WEST ROAD
 SUITE 109
 NOVI, MICHIGAN 48377
 (248) 926-3701 (BUS)
 (248) 926-3765 (FAX)

CLIENT:	NADLAN 35, L.L.C.	DATE:	9-17-09
EXHIBIT B		DRAWN BY:	JF
		CHECKED BY:	GLM
BECK NORTH CORPORATE PARK SECTION: 4 TOWNSHIP: 1 N RANGE: 8 E CITY OF NOVI OAKLAND COUNTY MICHIGAN			
FBK:		03-170	
CHF:			
		SCALE HOR 1" = 200 FT. VER 1" = 40 FT.	

Planning Commission Minutes

Excerpts

January 10, 2007

**PLANNING COMMISSION
REGULAR MEETING**

EXCERPTS

**WEDNESDAY, JANUARY 10, 2007 7:00 PM
COUNCIL CHAMBERS - NOVI CIVIC CENTER
45175 W. TEN MILE, NOVI, MI 48375**

Present: Members John Avdoulos, Brian Burke, Victor Cassis, Andrew Gutman, David Lipski (7:19 PM), Michael Lynch, Michael Meyer, Mark Pehrson, Wayne Wrobel

Also Present: Barbara McBeth, Director of Planning; Tim Schmitt, Planner; Mark Spencer, Planner; Ben Croy, Engineer; David Beschke, Landscape Architect; Doris Hill, Woodland Consultant; Tom Schultz, City Attorney

MATTERS FOR CONSIDERATION

1. BECK NORTH CORPORATE PARK LOTS 29 and 30, SP06-46

Consideration of the request of Amson Dembs Development for Preliminary Site Plan, Woodland Permit, and Storm Water Management Plan approval. The subject property is located in Section 4, east of Hudson Drive between Nadlan Court and Peary Court, in the I-1, Light Industrial District. The subject property is approximately 4.18 acres, and the Applicant is proposing a 63,000 square foot speculative light industrial building.

Planner Mark Spencer reminded the Planning Commission that they previously held the Public Hearing on this project, but the Applicant was not present at that meeting so the motion was postponed.

This project is surrounded by open space on the east and west sides as part of the development of the condominium. The Master Plan designates this property for Light Industrial uses, as are the surrounding properties. The zoning of the area is also I-1. There are wetlands surrounding the site on the south and east sides. The wetlands are in the common area of the condominium. The regulated woodlands are on the subject site and surrounding it. A substantial portion of woods is being saved off site and a small pocket will be saved on site, unless deferred parking is built at a later date. There is some priority habitat area, a majority of which has been saved.

The Planning, Landscape and Engineering Reviews recommended Preliminary Site Plan approval. There are minor items that must be addressed on the Final Site Plan submittal. The parking lot setback issue is likely a scaling error on the plan. An access easement to the north must be added to the plan. The Traffic Review suggests that the sidewalk be extended along the frontage of the building so that the handicapped traffic can use the employee entrance if desired. The Applicant has indicated that they will add this sidewalk.

The Woodland Review does not recommend approval because the Consultant wants many detailed changes to the plan. With those changes the Planning Department can recommend approval of this plan. The Applicant has agreed to provide the items.

Larry Stoby of Amson Dembs Development addressed the Planning Commission. He apologized for missing the last meeting.

Member Gutman confirmed that the Applicant has agreed to make all of the required changes.

Moved by Member Gutman, seconded by Member Meyer:

In the matter of Beck North II, Units 29 and 30, SP06-46, motion to approve the Preliminary Site Plan subject to: 1) The Applicant redesigning parking lot to meet setback requirements; 2) The Applicant constructing the proposed shared access drive with this project; 3) The Applicant extending the sidewalk along west face of building; and 4) The conditions and items listed in the Staff and Consultant review letters being addressed on the Final Site Plan; for the reason that the plan is otherwise in compliance with the Master Plan.

DISCUSSION

Member Avdoulos said that this plan was ready to be approved when its Public Hearing was held. This demonstrates the relationship that Amson Dembs has with the City. His only concern was with the Woodland Review, but the Applicant has indicated that the issues will be corrected.

Member Avdoulos asked whether the easement language was acceptable, in light of the fact that it states the actual location may be adjusted to accommodate the future development of the adjacent parcel. Mr. Spencer said that the Planning Department anticipated that this would be a floating easement. The language will encompass the whole site, temporarily.

ROLL CALL VOTE ON BECK NORTH II, UNITS 29 AND 30, SP06-46, PRELIMINARY SITE PLAN MOTION MADE BY MEMBER GUTMAN AND SECONDED BY MEMBER MEYER:

In the matter of Beck North II, Units 29 and 30, SP06-46, motion to approve the Preliminary Site Plan subject to: 1) The Applicant redesigning parking lot to meet setback requirements; 2) The Applicant constructing the proposed shared access drive with this project; 3) The Applicant extending the sidewalk along west face of building; and 4) The conditions and items listed in the Staff and Consultant review letters being addressed on the Final Site Plan; for the reason that the plan is otherwise in compliance with the Master Plan. *Motion carried 9-0.*

Moved by Member Gutman, seconded by Member Meyer:

ROLL CALL VOTE ON BECK NORTH II, UNITS 29 AND 30, SP06-46, WOODLAND PERMIT MOTION MADE BY MEMBER GUTMAN AND SECONDED BY MEMBER MEYER:

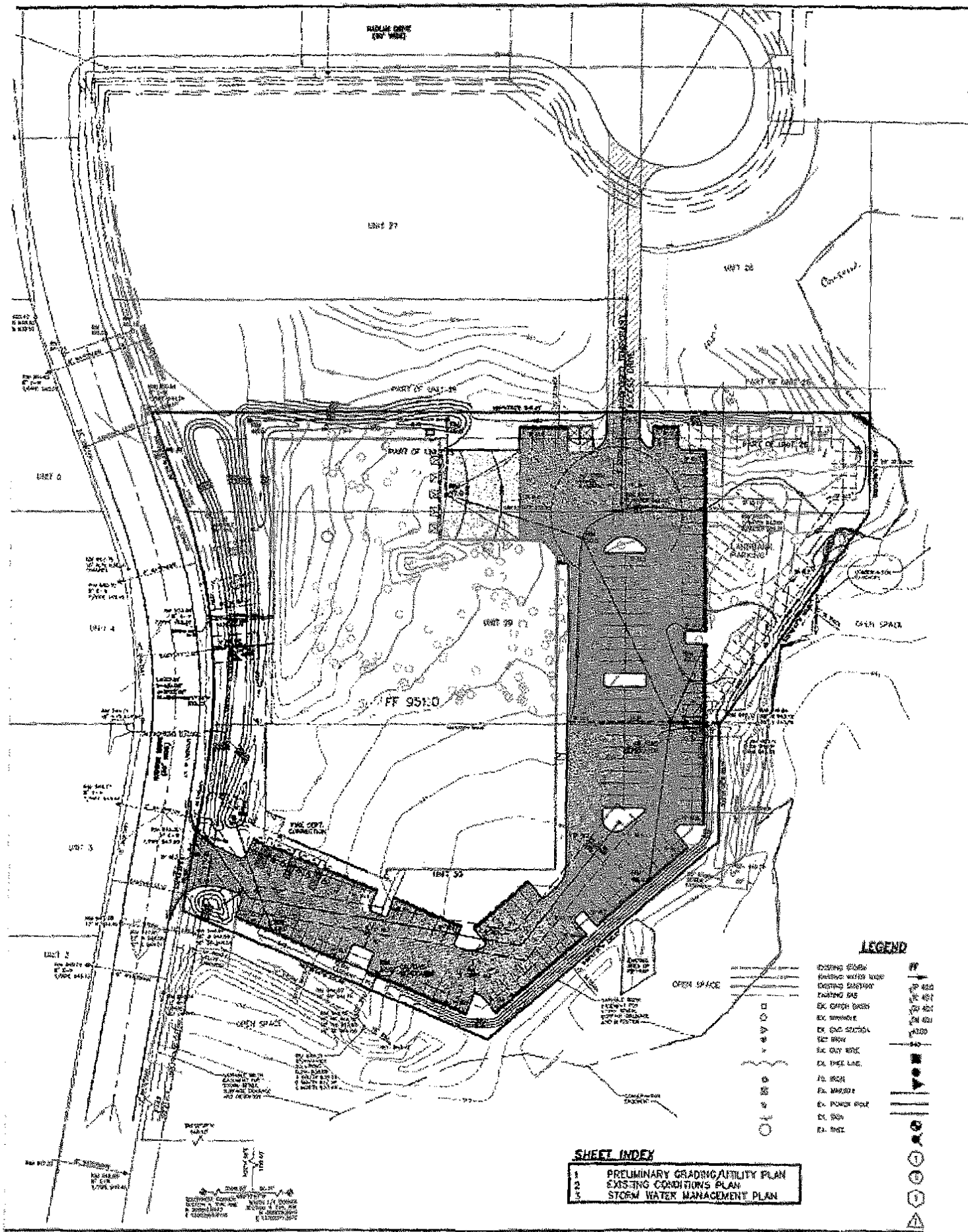
In the matter of Beck North II, Units 29 and 30, SP06-46, motion to approve the Woodland Permit subject to: 1) The Applicant providing a complete woodland survey; 2) The Applicant surveying trees within fifty feet of the proposed grading; 3) The Applicant providing accurate grading details; 4) The Applicant providing tree protection as noted in the Woodland Review; 5) The Applicant providing additional replacement trees on site and in the adjacent open space or donating to the City Tree Fund; and 6) The conditions and items listed in the Staff and Consultant review letters being addressed on the Final Site Plan; for the reason that the plan is otherwise in compliance with the City's Ordinance. *Motion carried 9-0.*

moved by Member Gutman, seconded by Member Meyer:

**ROLL CALL VOTE ON BECK NORTH II, UNITS 29 AND 30, SP06-46, STORMWATER
MANAGEMENT PLAN MOTION MADE BY MEMBER GUTMAN AND SECONDED BY
MEMBER MEYER:**

In the matter of Beck North II, Units 29 and 30, SP06-46, motion to approve the Stormwater Management Plan subject to the conditions and items listed in the Staff and Consultant review letters being addressed on the Final Site Plan, for the reason that the plan is otherwise in compliance with the City's requirements. *Motion carried 9-0.*

Site Plan



LEGEND

FF	EXISTING GRADE	FF
FF 951.0	EXISTING WATER TABLE	FF 950
FF 948	EXISTING DRAINAGE	FF 947
FF 945	EXISTING PAV	FF 944
FF 942	EX. CONCRETE	FF 941
FF 939	EX. ASPHALT	FF 938
FF 935	EX. GRAVEL	FF 934
FF 931	EX. SAND	FF 930
FF 927	EX. CLAY	FF 926
FF 923	EX. SILT	FF 922
FF 919	EX. ROCK	FF 918
FF 915	EX. SAND	FF 914
FF 911	EX. GRAVEL	FF 910
FF 907	EX. ASPHALT	FF 906
FF 903	EX. CONCRETE	FF 902
FF 899	EX. GRAVEL	FF 898
FF 895	EX. SAND	FF 894
FF 891	EX. CLAY	FF 890
FF 887	EX. SILT	FF 886
FF 883	EX. ROCK	FF 882
FF 879	EX. SAND	FF 878
FF 875	EX. GRAVEL	FF 874
FF 871	EX. ASPHALT	FF 870
FF 867	EX. CONCRETE	FF 866
FF 863	EX. GRAVEL	FF 862
FF 859	EX. SAND	FF 858
FF 855	EX. CLAY	FF 854
FF 851	EX. SILT	FF 850
FF 847	EX. ROCK	FF 846
FF 843	EX. SAND	FF 842
FF 839	EX. GRAVEL	FF 838
FF 835	EX. ASPHALT	FF 834
FF 831	EX. CONCRETE	FF 830
FF 827	EX. GRAVEL	FF 826
FF 823	EX. SAND	FF 822
FF 819	EX. CLAY	FF 818
FF 815	EX. SILT	FF 814
FF 811	EX. ROCK	FF 810
FF 807	EX. SAND	FF 806
FF 803	EX. GRAVEL	FF 802
FF 799	EX. ASPHALT	FF 798
FF 795	EX. CONCRETE	FF 794
FF 791	EX. GRAVEL	FF 790
FF 787	EX. SAND	FF 786
FF 783	EX. CLAY	FF 782
FF 779	EX. SILT	FF 778
FF 775	EX. ROCK	FF 774
FF 771	EX. SAND	FF 770
FF 767	EX. GRAVEL	FF 766
FF 763	EX. ASPHALT	FF 762
FF 759	EX. CONCRETE	FF 758
FF 755	EX. GRAVEL	FF 754
FF 751	EX. SAND	FF 750
FF 747	EX. CLAY	FF 746
FF 743	EX. SILT	FF 742
FF 739	EX. ROCK	FF 738
FF 735	EX. SAND	FF 734
FF 731	EX. GRAVEL	FF 730
FF 727	EX. ASPHALT	FF 726
FF 723	EX. CONCRETE	FF 722
FF 719	EX. GRAVEL	FF 718
FF 715	EX. SAND	FF 714
FF 711	EX. CLAY	FF 710
FF 707	EX. SILT	FF 706
FF 703	EX. ROCK	FF 702
FF 699	EX. SAND	FF 698
FF 695	EX. GRAVEL	FF 694
FF 691	EX. ASPHALT	FF 690
FF 687	EX. CONCRETE	FF 686
FF 683	EX. GRAVEL	FF 682
FF 679	EX. SAND	FF 678
FF 675	EX. CLAY	FF 674
FF 671	EX. SILT	FF 670
FF 667	EX. ROCK	FF 666
FF 663	EX. SAND	FF 662
FF 659	EX. GRAVEL	FF 658
FF 655	EX. ASPHALT	FF 654
FF 651	EX. CONCRETE	FF 650
FF 647	EX. GRAVEL	FF 646
FF 643	EX. SAND	FF 642
FF 639	EX. CLAY	FF 638
FF 635	EX. SILT	FF 634
FF 631	EX. ROCK	FF 630
FF 627	EX. SAND	FF 626
FF 623	EX. GRAVEL	FF 622
FF 619	EX. ASPHALT	FF 618
FF 615	EX. CONCRETE	FF 614
FF 611	EX. GRAVEL	FF 610
FF 607	EX. SAND	FF 606
FF 603	EX. CLAY	FF 602
FF 599	EX. SILT	FF 598
FF 595	EX. ROCK	FF 594
FF 591	EX. SAND	FF 590
FF 587	EX. GRAVEL	FF 586
FF 583	EX. ASPHALT	FF 582
FF 579	EX. CONCRETE	FF 578
FF 575	EX. GRAVEL	FF 574
FF 571	EX. SAND	FF 570
FF 567	EX. CLAY	FF 566
FF 563	EX. SILT	FF 562
FF 559	EX. ROCK	FF 558
FF 555	EX. SAND	FF 554
FF 551	EX. GRAVEL	FF 550
FF 547	EX. ASPHALT	FF 546
FF 543	EX. CONCRETE	FF 542
FF 539	EX. GRAVEL	FF 538
FF 535	EX. SAND	FF 534
FF 531	EX. CLAY	FF 530
FF 527	EX. SILT	FF 526
FF 523	EX. ROCK	FF 522
FF 519	EX. SAND	FF 518
FF 515	EX. GRAVEL	FF 514
FF 511	EX. ASPHALT	FF 510
FF 507	EX. CONCRETE	FF 506
FF 503	EX. GRAVEL	FF 502
FF 499	EX. SAND	FF 498
FF 495	EX. CLAY	FF 494
FF 491	EX. SILT	FF 490
FF 487	EX. ROCK	FF 486
FF 483	EX. SAND	FF 482
FF 479	EX. GRAVEL	FF 478
FF 475	EX. ASPHALT	FF 474
FF 471	EX. CONCRETE	FF 470
FF 467	EX. GRAVEL	FF 466
FF 463	EX. SAND	FF 462
FF 459	EX. CLAY	FF 458
FF 455	EX. SILT	FF 454
FF 451	EX. ROCK	FF 450
FF 447	EX. SAND	FF 446
FF 443	EX. GRAVEL	FF 442
FF 439	EX. ASPHALT	FF 438
FF 435	EX. CONCRETE	FF 434
FF 431	EX. GRAVEL	FF 430
FF 427	EX. SAND	FF 426
FF 423	EX. CLAY	FF 422
FF 419	EX. SILT	FF 418
FF 415	EX. ROCK	FF 414
FF 411	EX. SAND	FF 410
FF 407	EX. GRAVEL	FF 406
FF 403	EX. ASPHALT	FF 402
FF 399	EX. CONCRETE	FF 398
FF 395	EX. GRAVEL	FF 394
FF 391	EX. SAND	FF 390
FF 387	EX. CLAY	FF 386
FF 383	EX. SILT	FF 382
FF 379	EX. ROCK	FF 378
FF 375	EX. SAND	FF 374
FF 371	EX. GRAVEL	FF 370
FF 367	EX. ASPHALT	FF 366
FF 363	EX. CONCRETE	FF 362
FF 359	EX. GRAVEL	FF 358
FF 355	EX. SAND	FF 354
FF 351	EX. CLAY	FF 350
FF 347	EX. SILT	FF 346
FF 343	EX. ROCK	FF 342
FF 339	EX. SAND	FF 338
FF 335	EX. GRAVEL	FF 334
FF 331	EX. ASPHALT	FF 330
FF 327	EX. CONCRETE	FF 326
FF 323	EX. GRAVEL	FF 322
FF 319	EX. SAND	FF 318
FF 315	EX. CLAY	FF 314
FF 311	EX. SILT	FF 310
FF 307	EX. ROCK	FF 306
FF 303	EX. SAND	FF 302
FF 299	EX. GRAVEL	FF 298
FF 295	EX. ASPHALT	FF 294
FF 291	EX. CONCRETE	FF 290
FF 287	EX. GRAVEL	FF 286
FF 283	EX. SAND	FF 282
FF 279	EX. CLAY	FF 278
FF 275	EX. SILT	FF 274
FF 271	EX. ROCK	FF 270
FF 267	EX. SAND	FF 266
FF 263	EX. GRAVEL	FF 262
FF 259	EX. ASPHALT	FF 258
FF 255	EX. CONCRETE	FF 254
FF 251	EX. GRAVEL	FF 250
FF 247	EX. SAND	FF 246
FF 243	EX. CLAY	FF 242
FF 239	EX. SILT	FF 238
FF 235	EX. ROCK	FF 234
FF 231	EX. SAND	FF 230
FF 227	EX. GRAVEL	FF 226
FF 223	EX. ASPHALT	FF 222
FF 219	EX. CONCRETE	FF 218
FF 215	EX. GRAVEL	FF 214
FF 211	EX. SAND	FF 210
FF 207	EX. CLAY	FF 206
FF 203	EX. SILT	FF 202
FF 199	EX. ROCK	FF 198
FF 195	EX. SAND	FF 194
FF 191	EX. GRAVEL	FF 190
FF 187	EX. ASPHALT	FF 186
FF 183	EX. CONCRETE	FF 182
FF 179	EX. GRAVEL	FF 178
FF 175	EX. SAND	FF 174
FF 171	EX. CLAY	FF 170
FF 167	EX. SILT	FF 166
FF 163	EX. ROCK	FF 162
FF 159	EX. SAND	FF 158
FF 155	EX. GRAVEL	FF 154
FF 151	EX. ASPHALT	FF 150
FF 147	EX. CONCRETE	FF 146
FF 143	EX. GRAVEL	FF 142
FF 139	EX. SAND	FF 138
FF 135	EX. CLAY	FF 134
FF 131	EX. SILT	FF 130
FF 127	EX. ROCK	FF 126
FF 123	EX. SAND	FF 122
FF 119	EX. GRAVEL	FF 118
FF 115	EX. ASPHALT	FF 114
FF 111	EX. CONCRETE	FF 110
FF 107	EX. GRAVEL	FF 106
FF 103	EX. SAND	FF 102
FF 99	EX. CLAY	FF 98
FF 95	EX. SILT	FF 94
FF 91	EX. ROCK	FF 90
FF 87	EX. SAND	FF 86
FF 83	EX. GRAVEL	FF 82
FF 79	EX. ASPHALT	FF 78
FF 75	EX. CONCRETE	FF 74
FF 71	EX. GRAVEL	FF 70
FF 67	EX. SAND	FF 66
FF 63	EX. CLAY	FF 62
FF 59	EX. SILT	FF 58
FF 55	EX. ROCK	FF 54
FF 51	EX. SAND	FF 50
FF 47	EX. GRAVEL	FF 46
FF 43	EX. ASPHALT	FF 42
FF 39	EX. CONCRETE	FF 38
FF 35	EX. GRAVEL	FF 34
FF 31	EX. SAND	FF 30
FF 27	EX. CLAY	FF 26
FF 23	EX. SILT	FF 22
FF 19	EX. ROCK	FF 18
FF 15	EX. SAND	FF 14
FF 11	EX. GRAVEL	FF 10
FF 7	EX. ASPHALT	FF 6
FF 3	EX. CONCRETE	FF 2

SHEET INDEX

1	PRELIMINARY GRADING/UTILITY PLAN
2	EXISTING CONDITIONS PLAN
3	STORM WATER MANAGEMENT PLAN

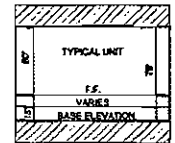
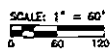
**Beck North Corporate Park
Condominium
Amended Subdivision Plan**

LIBER 39407 P6545



SHEET LOCATION KEY
NOT TO SCALE

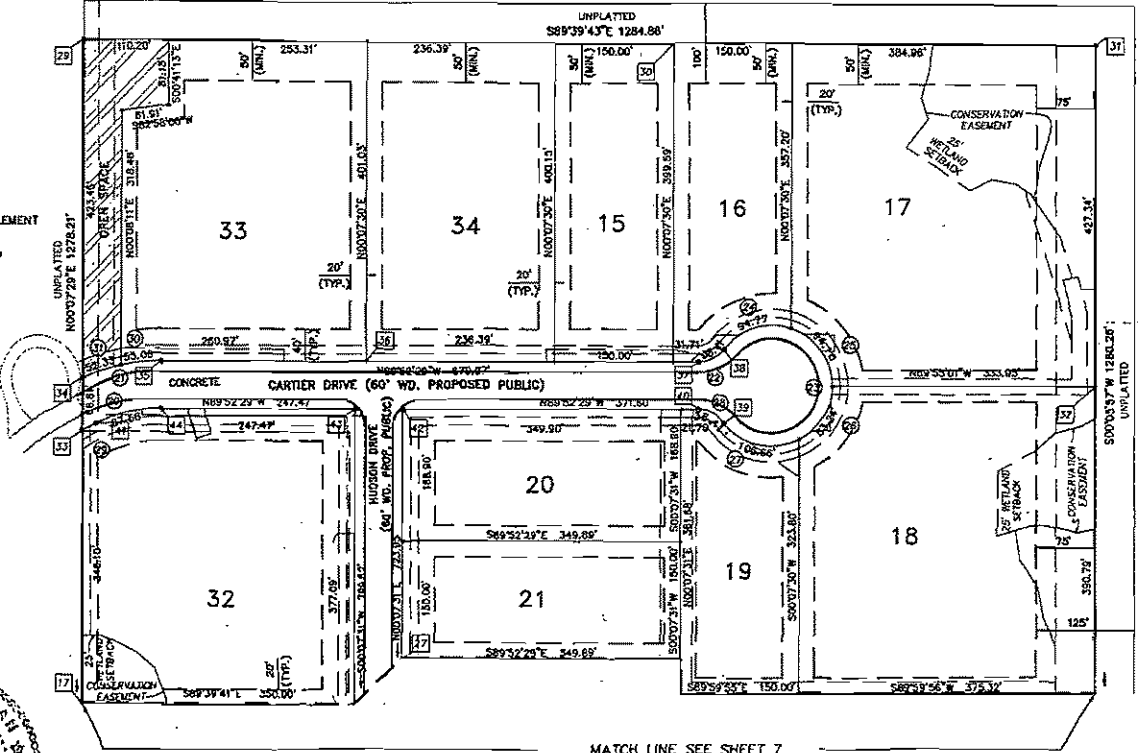
- LEGEND**
- GENERAL COMMON ELEMENT
 - LIMITS OF OWNERSHIP
 - SETBACK LINES
 - 1** UNIT NUMBER
 - COORDINATE POINT



TYPICAL UNIT CROSS-SECTION



Ginger Michalski-Wallace
GINGER MICHALSKI-WALLACE
LICENSED PROFESSIONAL SURVEYOR NO. 47964
ALPINE ENGINEERING, INC.
4589Z WEST ROAD, SUITE 109
NOVI, MI 48377
(248) 926-3701



NOTES

- ALL ROADWAYS MUST BE BUILT.
- TYPICAL SETBACKS*
FRONT - 40 FEET
REAR - 20 FEET
SIDE - 20 FEET
ADDITIONAL SETBACKS MAY BE REQUIRED BASED ON BUILDING HEIGHTS.
- NO OUTDOOR STORAGE IS PERMITTED.
- ALL USES ARE TO BE CONDUCTED WITHIN A COMPLETELY ENCLOSED BUILDING.
- UNLESS OTHERWISE PROVIDED, DEALING DIRECTLY WITH THE CONSUMER AT RETAIL IS PROHIBITED.
- ALL WINDOWS AND DOORS OF NON-OFFICES AREAS SHALL NOT BE LEFT OPEN.

COORDINATE TABLE

POINT	NORTHING	EASTING
17	8106.48	3676.87
27	8164.47	4087.00
29	8046.84	3870.70
30	8942.22	4423.58
31	8939.06	4963.54
32	8511.72	4982.80
33	8406.58	3877.83
34	8523.20	3877.78
35	8544.04	3783.25
36	8543.47	4041.33
37	8542.56	4459.43
38	8558.86	4492.74
39	8468.11	4492.53
40	8482.56	4453.29
41	8485.32	3893.30
42	8483.37	4087.70
43	8483.50	4027.70
44	8484.04	3780.22

UNIT TABLE

UNIT NO.	AREA (sq. ft.)
15	59,981
16	56,393
17	162,184
18	144,754
19	50,327
20	59,096
21	52,485
22	130,829
33	120,858
34	84,858

NOTES

- 1. UNITS 1, 2, 3, 8, 9, 10, 11, 12, 13, 14, 26, 27, 28, 29, AND 30 HAVE BEEN WITHDRAWN.
- 2. ACTUAL SETBACK WILL BE DETERMINED BASED ON PROPOSED BUILDING HEIGHT FOR UNITS 33, 34 AND 15 THROUGH 17.

SITE PLAN
(UNITS 15-21 & 32-34)
BECK NORTH CORPORATE PARK
PROPOSED DATE: 4/27/07

BECK NORTH CORPORATE PARK LLC
SITE PLAN
BECK NORTH CORPORATE PARK
CITY OF NOVI, MICHIGAN

ALPINE ENGINEERING, INC.
10000 WOODLAND DRIVE, SUITE 100
NOVI, MI 48377
(248) 926-3701

DATE: 4/27/07
SCALE: AS SHOWN
DRAWN BY: [Signature]
CHECKED BY: [Signature]
PROJECT NO.: [Number]

LIBER 39407 PGS 44



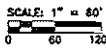
SHEET LOCATION KEY
NOT TO SCALE

COORDINATE TABLE

POINT	NORTHING	EASTING
11	7441.30	4489.36
15	7858.43	3875.92
16	7866.29	3576.35
17	6106.48	3576.87
18	7883.88	4075.95
19	7883.75	4085.95
20	7896.42	4083.99
21	7738.44	4534.85
22	7883.25	4480.62
23	7658.35	4861.32
24	7758.65	4435.91
25	7758.42	4086.12
26	8184.47	4087.00
27	8013.70	4436.57

UNIT TABLE

UNIT NO.	AREA (sq. ft.)
6	60,925
7	52,500
13	52,485
14	69,241
15	54,666
25	171,493
31	84,559
36	99,547
37	15,855



Ginger Michalski-Wallace
GINGER MICHALSKI-WALLACE
LICENSED PROFESSIONAL SURVEYOR NO. 47964
ALPINE ENGINEERING, INC.
48892 WEST ROAD, SUITE 109
ROYAL, MI 48377
(248) 928-3701

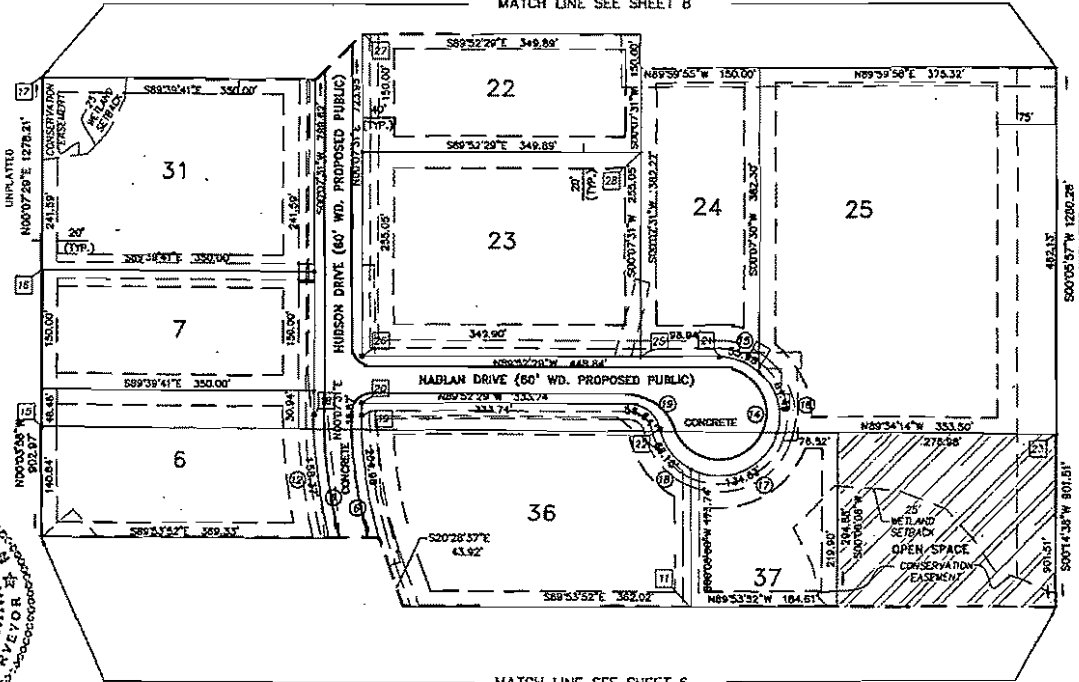
NOTES

ALL ROADWAYS MUST BE BUILT.

TYPICAL SETBACKS*
FRONT - 40 FEET
REAR - 20 FEET
SIDE - 20 FEET
ADDITIONAL SETBACKS MAY BE
REQUIRED BASED ON BUILDING
HEIGHTS.

NO OUTDOOR STORAGE IS PERMITTED.
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UNLESS OTHERWISE PROVIDED, DEALING DIRECTLY WITH THE CONSUMER AT RETAIL, IS
PROHIBITED.
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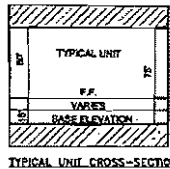
MATCH LINE SEE SHEET B



MATCH LINE SEE SHEET 6

LEGEND

- GENERAL COMMON ELEMENT
- LIMITS OF OWNERSHIP
- SETBACK LINES
- UNIT NUMBER
- COORDINATE POINT



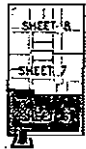
NOTE
UNITS 1, 2, 3, 8, 9, 10, 11, 12,
13, 14, 26, 27, 28, 29, AND 30
HAVE BEEN WITHDRAWN.

SITE PLAN
(UNITS 6-7, 22-25, 31, & 36-37)
BECK NORTH CORPORATE PARK
PROPOSED DATE: 4/27/07

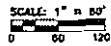
ALPINE ENGINEERING, INC.
ENGINEERS & ARCHITECTS
1000 WESTLAND BLVD., SUITE 200
WESTLAND, MI 48186
TEL: (313) 486-8800
FAX: (313) 486-8801
WWW.ALPINE-ENG.COM

CLIENT: BECK NORTH CORPORATE PARK LLC
PROJECT: BECK NORTH CORPORATE PARK
SHEET: 7 OF 10
DATE: 4/27/07
SCALE: AS SHOWN

LIBER39407 PG543



SHEET LOCATION KEY
NOT TO SCALE

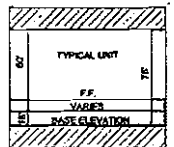


UNIT TABLE

UNIT NO.	AREA (sq. ft.)
4	70,630
5	63,317
38	182,221
39	100,051
39	133,283

LEGEND

- GENERAL COMMON ELEMENT
- LIMITS OF OWNERSHIP
- SETBACK LINES
- UNIT NUMBER
- COORDINATE POINT

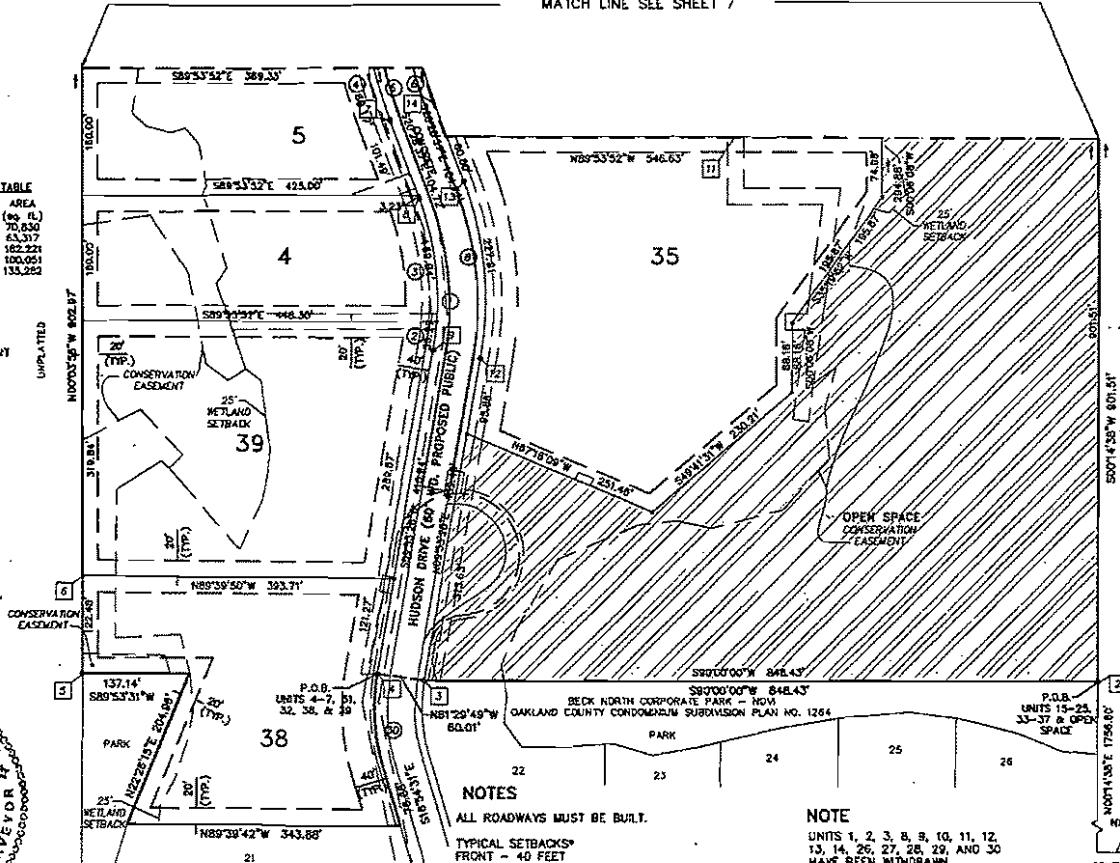


TYPICAL UNIT CROSS-SECTION



Ginger Michalski-Wallace
GINGER MICHALSKI-WALLACE
LICENSED PROFESSIONAL SURVEYOR NO. 47964
ALPINE ENGINEERING, INC.
46592 NEST ROAD, SUITE 109
NOMI, MI 48177
(248) 926-3701

MATCH LINE SEE SHEET 7



COORDINATE TABLE

POINT	NORTHING	EASTING
1	5000.00	5000.00
2	6757.30	4957.48
3	6757.30	4106.03
4	6765.18	4049.68
5	6765.47	3678.95
6	6887.95	3678.81
7	7482.11	4005.26
8	7264.01	4102.59
9	7171.01	4123.27
11	7441.30	4499.38
12	7165.71	4178.38
13	7383.00	4158.60
14	7483.10	4121.97

NOTES

ALL ROADWAYS MUST BE BUILT.

TYPICAL SETBACKS*
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REAR - 20 FEET
SIDE - 20 FEET

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NOTE

UNITS 1, 2, 3, 8, 9, 10, 11, 12, 13, 14, 26, 27, 28, 29, AND 30 HAVE BEEN WITHDRAWN.

SITE PLAN
(UNITS 4-5, 35, 38, & 39)
BECK NORTH CORPORATE PARK
PROPOSED DATE: 4/27/07

BECK NORTH CORPORATE PARK LLC
SITE PLAN
BECK NORTH CORPORATE PARK - PHASE 1 & 2
SECTION 4, T.14N., R.18E.
CITY OF NOMI

ALPINE ENGINEERING, INC.
46592 NEST ROAD, SUITE 109
NOMI, MI 48177
(248) 926-3701

DATE: 4/27/07
DRAWN BY: J. J. JONES
CHECKED BY: J. J. JONES
SCALE: AS SHOWN

6